DAMAGES—MITIGATION—BENEFIT RECEIVED FROM THIRD PARTIES.—In an action to recover damages for personal injuries, the trial court refused to allow the defendant to show, in mitigation of damages, that the plaintiff's medical expenses had been paid by his employer, and that the plaintiff was insured against loss from the payment of hospital bills. *Held,* that there was no error. *Roth v. Chatlos* (1922) 97 Conn. 282, 116 Atl. 332.

Where the plaintiff has had to undergo the expense of nursing and medical attendance, it is well settled that he can recover the reasonable value of such service from the defendant. *Vicksburg & Meridian Ry. v. Putnam* (1886) 118 U. S. 545, 7 Sup. Ct. 1. But there is a decided difference of opinion on the question of whether there can be any recovery when the plaintiff has not been obliged to pay for these services. Thus, if the plaintiff has been attended by members of his household without compensation, some jurisdictions make no allowance therefor in damages, the theory being that he has suffered no damage and therefore has no basis for a claim against the defendant. *Gibney v. St. Louis Transit Co.* (1907) 204 Mo. 704, 103 S. W. 43; *Goodhart v. Pennsylvania Ry.* (1896) 177 Pa. 1, 35 Atl. 191. Other courts, however, following what seems to be a better rule, permit a recovery; they refuse to allow the defendant, a wrongdoer, to be benefited by the generosity of members of the plaintiff's household. *Varnham v. The City of Council Bluffs* (1879) 52 Iowa, 698, 3 N. W. 792. The same rule should apply when a third person, in a spirit of benevolence, has borne this expense for the injured party. *Denver & R. G. Ry. v. Lorentzen* (1897, C. C. A. 8th) 79 Fed. 291; *contra, Peppercorn v. The City of Black River Falls* (1894) 89 Wis. 38, 61 N. W. 79. Where the plaintiff had previously insured himself against the consequences of a future accident the defendant should not be entitled to have the insurance considered in mitigation of damages. The insurance "came to the plaintiff from a collateral source, wholly independent of the defendant, and which as to him was *res inter alios acta.*" *Regan v. New York & N. E. Ry.* (1891) 60 Conn. 124, 22 Atl. 503. Apparently the existing conflict in the authorities is due to the failure on the part of some courts to recognize the fact that the defendant is under a duty to furnish the plaintiff with such medical service as is necessary to effect a cure; and that the defendant has no interest whatever in any sum that the plaintiff may receive from some third person. See 1 Sedgwick, *Damages* (9th ed. 1912) sec. 67; 67 L. R. A. 87, note.

GIFTS—BANK ACCOUNTS—EVIDENCE NECESSARY TO INDICATE DONATIVE INTENTION.—Miss Fell, a depositor in the defendant bank, caused her account to be changed from her own name to "Fell or Jordan, pay either or survivor." Miss Fell died, and Jordan, claiming as donee, sued through the bank to recover the balance of the account. *Held,* that the plaintiff could not recover. *Maine Savings Bank v. Welch* (1921, Me.) 115 Atl. 545.

The question of what constitutes sufficient evidence of an intention to make a gift of a bank account has been the cause of considerable confusion. By the weight of authority the fact that the deposit is in form in the name of the donor and the alleged donee raises no presumption of a donative intention. *Barstow v. Tetlow* (1916) 115 Me. 96, 97 Atl. 829; *Colmary v. Fanning* (1915) 124 Md. 548, 92 Atl. 1045; *contra, Blick v. Cockins* (1916) 252 Pa. 56, 97 Atl. 125. The reason usually advanced is that the transfer should be considered as having been made merely for the convenience of the donor unless another purpose is clearly indicated. *Hayes v. Claessens* (1919) 189 App. Div. 449, 179 N. Y. Supp. 153. The courts are almost evenly divided on the question of whether a donative intention may be indicated without a delivery of the bank book. Apparently the better view is that it may. *Marston v. Industrial Trust Co.* (1919, R. I.) 107 Atl. 88;